remedy lies. *Lynn v. Bruce* (1794, C. P.) 2 H. Bl. 317; *Allen v. Harris* (1537, C. P.) 1 Ld. Raym, 122. This doctrine developed when bilateral contracts were not recognized by the early common law; and an accord is generally, if not always, a bilateral contract. But now, since bilateral contracts are enforceable everywhere, there is no reason for the continuance of this. And accords are now enforceable contracts in most jurisdictions. *Nash v. Armstrong* (1861, C. P.) 10 C. B. N. S. 259; *Schweider v. Lang* (1882) 29 Minn. 254, 13 N. W. 33; *Hunt v. Brown* (1888) 146 Mass. 253, 15 N. E. 587. In the principal case, the accord is a good bilateral contract, and, since tender was properly made, the court erred in saying that the defendant was never under a duty because an actual payment was never made. The defendant can not defeat the plaintiff's right by refusal of tender. Actual payment by the plaintiff was waived by the defendant's refusal to accept tender. See *Stafford v. Pooler* (1867, N. Y.) 67 Barb. 143. The general rule is that an executory accord does not bar an action at law; and that tender of performance of the accord likewise is no bar. *Ryan v. Ward* (1872) 48 N. Y. 204; *Kromer v. Heins* (1879) 75 N. Y. 574. If, however, the remedy at law is inadequate and the doctrine of mutuality of performance is not involved, an executory accord which fulfills contract requirements will be enforced in equity, if tender has been made. *Chicora Fer. Co. v. Duncan* (1900) 91 Md. 144, 46 Atl. 347; *Very v. Levy* (1851, U. S.) 13 How. 345. The plaintiff could then plead his release in bar to the pending action at law. The tendency of courts to-day seems to be to enforce compromises of disputed claims whenever possible on grounds of public policy; and it is submitted that few modern courts would follow this case. See Corbin, *Discharge of Contracts* (1913) 22 YALE LAW JOURNAL, 529, 530.

CONTRACTS—ACCORD—TORT CLAIMS—ATTACHMENT.—A state statute provided that a creditor, by a bill in equity, could attach a chose in action which belonged to the debtor and was by its nature assignable. The defendant had a tort claim for personal injuries against A and entered into an agreement with him to accept $850 in full satisfaction of his claim. The plaintiff brought a bill in equity against the defendant and secured a judgment in satisfaction of which he attempted to reach the claim of the defendant to the $850. *Held,* that this claim could not be reached. *White Sewing Machine Co. v. Morrison* (1919, Mass.) 122, N. E. 291.

A tort claim for personal injuries before judgment has been entered is not assignable nor can it be reached, under the above statute, by a creditor's bill. *Bennett v. Sweet* (1898) 171 Mass. 600, 51 N. E. 183; *Wilde v. Mahoney* (1903) 183 Mass. 455, 67 N. E. 337. The agreement with A, an accord executory, is an enforceable bilateral contract. *Schweider v. Lang* (1882) 29 Minn. 254, 13 N. W. 33. But the contract of accord alone is no defence to an action on the tort claim. *Kromer v. Hein* (1879) 75 N. Y. 574; *Field v. Aldrich* (1895) 162 Mass. 587, 39 N. E. 288. Hence the defendant secured a contract right to the $850, conditional on his tendering a release from liability on the tort claim to A. He could sue either on the contract of accord, or on the tort claim, subject to damages for breach of contract, in case of the latter, if A made proper tender. However, a creditor does not have the power of choosing which of two remedies the debtor shall elect. *Lewis v. Dubose* (1856) 29 Ala. 219; *Johnson v. Lamping* (1867) 34 Calif. 293. So it would seem that the instant case was correctly decided.

CONTRACTS—CONSIDERATION—CANCELLATION ON NOTICE.—The defendant dealer made a contract with the plaintiff manufacturer by which the former was given the exclusive privilege of sale of the latter's products within a certain terri-